

**CITY OF EL PASO, TEXAS**  
**AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** POLICE

**AGENDA DATE:** March 29, 2005

**CONTACT PERSON/PHONE:** ASSISTANT CHIEF PAUL CROSS / 564-7310  
MARTA GINER / 564-7119

**DISTRICT(S) AFFECTED:** ALL

**SUBJECT:**

Approve a resolution to authorize the Mayor to sign the interlocal agreement between the County and the City of El Paso to submit a joint application to the Department of Justice- Edward Byrne Memorial Justice Assistance Grant (JAG), in the amount of \$525,174.00. Our portion of the grant is \$262,587.00, for a four-year period. No cash match is required.

**BACKGROUND / DISCUSSION:**

The application for this grant is a joint venture between the City and the County. The allocation of funds will be distributed 50% to the City and 50% to the County. The City grant funds will be utilized to continue efforts in reducing crime through the implementation of an Upfront Identification System, which will serve as a major investigative tool. It will ensure that all arrestees with prior arrests by the El Paso Police Department are identified at the beginning of the arrest process. The system will enable officers to capture fingerprint images on any arrest ranging from Class C to felony offenses.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

This Interlocal Agreement and application are for a new grant. This grant has not been previously applied for.

**AMOUNT AND SOURCE OF FUNDING:**

**How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?**

Federal Grant Proceeds will fund this item.

**BOARD / COMMISSION ACTION:**

**Enter appropriate comments or N/A**

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:**

(Example: if RCA is initiated by Purchasing, client department should sign also)  
*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## **RESOLUTION**

### **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the Mayor be authorized to sign the Interlocal Agreement between the County and the City of El Paso for the County to submit a grant application to the U.S Department of Justice for a four-year grant in the amount of \$525,174.00, for an Edward Byrne Memorial Justice Assistance Grant (JAG). The City portion will be used to continue efforts in reducing crime through the implementation of an Upfront Identification System, which will serve as a major investigative tool. It will ensure that all arrestees with prior arrests by the El Paso Police Department are identified at the beginning of the arrest process. The system will enable officers to capture fingerprint images on any arrest ranging from Class C to felony offenses; that the City Manager or her designee be authorized to sign any related paperwork, including all understandings and assurances contained therein, and accept, reject, alter, or terminate the resulting grant, authorize budget transfers and submit any necessary revisions to the operational plan. Grant is a joint venture between City and County, with a 50%-50% allocation of funds, City portion being \$262,587.00. No cash match is required.

ADOPTED this 29th day of March, 2005

CITY OF EL PASO

---

Joe Wardy  
Mayor

ATTEST:

---

Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

---

Ernesto Rodriguez  
Assistant City Attorney

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF EL PASO, TEXAS AND THE CITY OF EL PASO, TEXAS  
2005 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 14th day of March, 2005, by and between the County of El Paso, Texas, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the City of El Paso, Texas, acting by and through its governing body, the City Council, hereinafter referred to as CITY.

**WITNESSETH:**

**WHEREAS**, the Interlocal Cooperation Act, Sec. 791.001, et seq., Texas Government Code, authorizes local governments to contract with one another to carry out their governmental functions; and

**WHEREAS**, the COUNTY and the CITY agree that is a more efficient, effective, and less costly to submit a joint application for and administer funding under the 2005 Byrne Justice Assistance Grant (JAG) Program for certain criminal justice activities, thereby serving the public; and

**WHEREAS** the COUNTY and the CITY, are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

**WHEREAS**, the County of El Paso Sheriff's Office will be the lead participating agency for application and administration of funds for the JAG program; and

**WHEREAS**, the COUNTY and CITY believe it to be in their interest to allocate the JAG funds in the manner described in this agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and of other good and valuable consideration, and intending to be bound hereby, the COUNTY and the CITY agree as follows:

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

### **Section 1.**

The CITY and COUNTY agree that the COUNTY will prepare and submit an application for funds under the JAG Program in the total amount of \$525,174, and the funds received will be allocated 50% to the COUNTY and 50% to the CITY. The COUNTY anticipates that the CITY will receive a total amount of \$262,587 of JAG funds based upon the application; however, the parties understand and agree that if the total funding granted is less than the total amount anticipated, the amount allocated to each party shall be proportionately reduced and each party will receive 50%.

This Agreement is contingent upon receipt by the COUNTY of the funding described above. In no event will the COUNTY provide any additional resources to the project beyond those specified under this Agreement.

### **Section 2.**

The COUNTY agrees to use its share of the funds only for eligible costs under the JAG program for the Sheriff's Office and the District Attorney's Office, as more specifically set forth in Exhibit A. The CITY agrees that it will use its share of the funds only for eligible costs under the JAG program for the Police Department, as more specifically set forth in Exhibit B. The parties agree that the expenditure of funds may be revised by each party so long as the costs are eligible under the JAG program and approved by the funding source without the need to further amend this agreement. The CITY agrees that it will comply with the provisions of the grant agreement and provide to the COUNTY any information that the COUNTY may require to submit reports required under the grant agreement.

### **Section 3.**

This Agreement shall become effective upon the award to and acceptance by the COUNTY of the JAG Program grant parties and shall remain in effect until the expiration of the grant period. In the event that no grant is awarded, this agreement shall be void.

### **Section 4.**

The CITY shall submit claims or invoices, bearing CITY's letterhead, no later than ten (10) working days from the last day of the month for which payment is requested. The CITY shall account separately for the receipts and expenditures of any and all funds received pursuant to this contract. Each invoice submitted by the CITY shall be paid within 30 days of receipt by the COUNTY.

### **Section 5.**

The CITY shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the state of Texas; books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called

Records.

The CITY shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and documents must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three year period expires, the CITY must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved.

#### **Section 6.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. A waiver by any party to this Agreement of any breach of any provision of this Agreement shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

#### **Section 7.**

The laws of the State of Texas shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it.

The County and the City agree to observe all local, federal and state laws, rules and regulations that in any manner affect or govern the procurement of goods and services necessitated to carry out this Agreement and the services to be performed under this Agreement.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid if executed as an amendment to this Agreement.

**IN WITNESS WHEREOF**, said County of El Paso and said City of El Paso have caused these presents to be executed in their behalf respectively by their proper officers thereto duly authorized and their corporate seal to be hereto affixed, the day and year as noted below.

**COUNTY OF EL PASO**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dolores Briones  
County Judge

ATTEST: \_\_\_\_\_  
Waldo Alarcon  
County Clerk

Approved as to form:

\_\_\_\_\_  
Bertha A. Ontiveros  
Assistant County Attorney

Approved as to content:

\_\_\_\_\_  
Leo Samaniego  
Sheriff

**CITY OF EL PASO**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST: \_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

Approved as to content:

\_\_\_\_\_  
Richard Wiles  
Chief of Police

**EXHIBIT A**

**JAG FUNDING  
COUNTY OF EL PASO**

**EL PASO COUNTY SHERIFF'S OFFICE BUDGET**



## EXHIBIT A

GMS APPLICATION NUMBER 2005-F2110-TX-DJ				
El Paso County Sheriff's Office				
Communications Needs				
Quantity	Item Description	Cost	Location	Justification
1	M/A Com Master III 150.8-174 MHZ Conventional Station with 24V PA to include 48" or taller cabinet, power supply and all required mounting hardware, wires and cabling with the exception of antenna cables.	\$7,687.00	Downtown Detention Facility	Replace 22 year old base station which is no longer supportable by maintenance
1	Installation Cost for Master III	\$500.00	Downtown Detention Facility	Replace 22 year old base station which is no longer supportable by maintenance
60	Motorola HT 750 16 Channel VHF Handheld Radios with spare battery and belt clip	\$36,000.00	Downtown Detention Facility	Replace outdated, non-standard handhelds which are becoming cost prohibitive to maintain. Average radio age in the facility is over eight years old.
10	Bank charger for Motorola HT750 batteries. Each charger can charge up to 6 batteries at a time.	\$4,000.00	Downtown Detention Facility	Maintain Batteries for handheld radios above.
12	MC1000 Tone Remote Controls	\$6,300.00	Downtown Detention Facility	Guard Station Communications
1	Tone Remote Adapter	\$460.00	Downtown Detention Facility	Guard Station Communications
1	M1225 Base Station	\$610.00	Downtown Detention Facility	Guard Station Communications
50	LMR400 Coax	\$50.00	Downtown Detention Facility	Guard Station Communications
2	N-Male Connectors	\$18.00	Downtown Detention Facility	Guard Station Communications
1	Base Station Antenna	\$52.00	Downtown Detention Facility	Guard Station Communications
150	Cat 5 Cable	\$46.00	Downtown Detention Facility	Guard Station Communications
3	Punch Blocks	\$95.00	Downtown Detention Facility	Guard Station Communications
3	1000' CAT 5 cable for building wiring	\$534.00	Downtown Detention Facility	Guard Station Communications
112	Labor Hours	\$9,520.00	Downtown Detention Facility	Guard Station Communications
1	M/A Com Master III 150.8-174 MHZ Conventional Station with 24V PA to include 48" or taller cabinet, power supply and all required mounting hardware, wires and cabling with the exception of antenna cables.	\$7,500.00	Jail Annex Facility	Replace 22 year old base station which is no longer supportable by maintenance
1	Installation Cost for Master III	\$500.00	Jail Annex Facility	Replace 22 year old base station which is no longer supportable by maintenance
60	Motorola HT 750 16 Channel VHF Handheld Radios with spare battery and belt clip	\$36,000.00	Jail Annex Facility	Replace outdated, non-standard handhelds which are becoming cost prohibitive to maintain. Average radio age in the facility is eight years old.
10	Bank charger for Motorola HT750 batteries. Each charger can charge up to 6 batteries at a time.	\$4,000.00	Jail Annex Facility	Maintain Batteries for handheld radios above.
11	Motorola Ht 750 16 Channel VHF Handheld Radios with spare battery, belt clip and collar microphone @\$665.00	\$7,315.00	Patrol Division	To complete fulfillment of equipment requirements to provide each field deputy in the patrol division with an issued radio.,
Total Program		\$121,187.00		

**DISTRICT ATTORNEY  
THIRTY-FOURTH JUDICIAL DISTRICT BUDGET**

DISTRICT ATTORNEY  
34TH JUDICIAL DISTRICT BUDGET

GMS APPLICATION NUMBER 2005-F2110-TX-DJ

Program:	Cost	Location	Justification
Victim Notificatin Program		District Attorney's Victims Assistance Program	Prosecution and court programs; Prevention and education programs; Planning, evaluation, and technology improvement programs.
1. Re-vamped mailout program	\$ 21,000		
2. Additional costs of operation	\$ 8,150		
3. Media production and education for public awareness	\$ 10,000		
4. After-hours telephone outreach start-up costs	\$ 1,900		
5. Additional costs of operation(case agent OT for one year)	\$ 35,350		
<b>Total:</b>	<b>\$ 76,400</b>		
Video Statement Center, County-startup costs	\$ 65,000	County facility	Law enforcement programs; Prosecution and court programs; Planning, evaluation, and technology improvement programs
<b>Total:</b>	<b>\$ 65,000</b>		
<b>Grand Total:</b>	<b>\$ 141,400</b>		

**EXHIBIT B**

**JAG FUNDING  
CITY OF EL PASO**

The City of El Paso's Police Department will allocate the JAG funds to the Criminalistics Unit for the acquisition of six live-scan units, which will serve as the basic foundation of the Up-Front Identification Project. This system will consist of six live-scan units, one for each regional command and headquarters, capable to transmitting finger and palm print images to the department's AFIS. These units will allow for the expeditious processing of arrestees and immediate fingerprint identification at the beginning of the arrest process, saving the department a significant amount of time and money in not having to make record corrections to the state after a misidentification of an arrestee. Furthermore, this system is compatible with the present AFIS system and can be integrated into any future system upgrades.

Identix Incorporated submitted the following quote:

1. Six TP3800XCH Enhanced Definition Criminal Booking Stations with Integrated Hand Scanner
2. Interface to Morpho
3. FBI hand card
4. Duplex Printer with Memory Upgrade
5. Interface to RMS
6. Five Additional License Fees for RMS Interface
7. Installation and Training
8. Shipping
9. One year 9/5 on-site warranty per unit.

Total: \$230,000.00

On-going annual maintenance - \$5,565.00 per unit

The implementation of an Upfront Identification System will serve as a major investigative tool, ensuring that all arrestees with prior arrests by the El Paso Police Department are identified at the beginning of the arrest process and the system will enable Officers to capture fingerprints images on any arrest ranging from Class C violations to felony offenses.